

# BOMBAY HOSPITAL TRUST



## DECREE and SCHEME

for the proper management of Trust.

*[Handwritten Signature]*  
DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12, Marine Lines, Mumbai - 400020.



*[Handwritten Signature]*  
RAJKUMAR AGARWAL  
(Chief Financial Officer)  
Bombay Hospital Trust  
12, New Marine Lines  
Mumbai 400 020  
Tel: 2201 0017

CERTIFIED TRUE COPY

# In The High Court of Judicature at Bombay

Ordinary Original Civil Jurisdiction

Suit No. 2656 of 1948

Coram Coyajee J  
6th September 1949

GEORGE VI, by the Grace of God of Great Britain, Ireland and the British Dominions beyond the Seas  
King, Defender of the Faith.

1. Dinshaw Khaishedji Daji of Bombay, Parsi Inhabitant, residing at Bandra in Greater Bombay.
2. Ardeshir Hormusji Wadia of Bombay, Parsi Inhabitant, residing at Queen's Road within the fort of Bombay.
3. Sorab Nowroji Vakil of Bombay, Parsi Inhabitant, residing at Chowpatty without the fort of Bombay, and
4. Dr. Raghavendra Rao of Bombay, Hindu Inhabitant, residing at New Marine Lines within the fort of Bombay. Trustees of the trusts created by the will and codicil of the deceased P. G. Singhanee.....

*Plaintiffs*

*Versus*

Rameshwar Das Birla of Bombay, Hindu Inhabitant residing at Birla House, Mount Pleasant Road, Malabar Hill, Bombay, the President of the Marwari Medical Relief Society registered under the Societies Registration Act, 21 of 1860 and having its registered office at 232-234, Kalbadevi Road without the fort of Bombay.....

*Defendants*



*[Signature]*  
DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12 Marine Lines, Mumbai - 400021

*[Signature]*  
CERTIFIED TRUE COPY

RAJKUMAR AGARWAL  
(Chief Financial Officer)  
Bombay Hospital Trust  
12, New Marine Lines  
Mumbai 400 020  
Tel: 2201 0017

The Plaintiffs pray that this Hon'ble Court be pleased to sanction the amalgamation of the P. G. Singhanee Hindu Hospital mentioned in the Plaint with the Hospital of the Defendant Society now in course of construction and the amalgamation of the Trusts of the said two Hospitals on terms and conditions set out in the Plaint and for framing of scheme by and under the directions of this Hon'ble Court for management and administration of the said amalgamated Hospital, for directions, costs and other reliefs and the suit having been called on for hearing and final disposal on the twelfth day of July one thousand nine hundred and forty nine, the twenty third day of August One thousand nine hundred and forty-nine and this day the Plaintiffs and Defendant appearing respectively by advocates and consenting to this Decree *This Court By and with Consent Doth Order* that the said P. G. Singhanee Hindu Hospital Trust represented by the Plaintiffs and the trusts of the Marwari Medical Relief Society represented by the Defendant be amalgamated and formed into one unit to be called "The Bombay Hospital Trust" *And This Court By And with such Consent As Aforesaid Doth Further Order* that the following persons be and they are hereby appointed first trustees of the said Bombay Hospital Trust namely (1) Shri Rameshwardas Birla (Representing Birla Bros Ltd) (2) Dr. Raghvendra Rao (Representing P. G. Singhanee Trust) (3) Smt. Krishna Devi Singhanee (Representing P. G. Singhanee Trust) (4) Shri Ramnivas Ruiya (Representing Hamandral Ramnarayan) (5) Shri Makhanlal Seksaria (Representing Govindram Seksaria) (6) Shri Shriyanprasad Jain (Representing Dalmia Jain & Co.) *And This Court By And with such Consent Doth*

*Further Order* that all the properties movable and immovable of the said P. G. Singhanee Hindu Hospital Trust mentioned in Exhibits "A" and "B" to the Plaint and more particularly described in Schedule "B" hereto and all the properties, moveable and immovable, of the Marwari Medical Relief Society represented by the Defendant mentioned in Exhibits Nos 1,2,3 and 4 to the written statement and more particularly described in Schedule "C" hereto do belong to and be vested in the Trustees hereinabove mentioned to be held by them as Trustees of the scheme framed herein by this Hon'ble Court *And This Court By And with such Consent Doth Further Order* that the properties described in Schedule "B" hereto shall be held by the said Trustees subject to the rights of Bai Krishnabai widow of the late Mr. P. G. Singhanee for maintenance and residence as provided in the Decree dated the twenty-eighth day of January one thousand nine hundred and thirty-one in Suit No. 392 of 1929 on the file of this Hon'ble Court and also subject to the payment of Rupees one thousand and two hundred per year to Hiraji Dhotre as provided by the will of the said P. G. Singhanee *And This Court By And with such Consent Doth Further Order* that the scheme for the management and administration of the said Bombay Hospital Trust here to annexed and marked "A" be and the same is hereby sanctioned and the said Trustees do administer and manage the said P. G. Singhanee Hindu Hospital which was hitherto managed by the Plaintiffs as provided in the Scheme *And This Court By And with such Consent Doth Further Order* that on the passing of this decree sanctioning the scheme, the said Marwari Medical Relief Society represented by

the Defendant do stand dissolved *And This Court By And with such Consent Doth Further Order* that the costs of the Plaintiffs and the Defendant of and incidental to this suit and of this Decree and the Scheme framed herein including costs of carrying out of the decree when taxed as between attorney and client and between attorney client or as settled be paid out of the funds of the amalgamated Trust by the said Trustees *And This Court Doth Lastly Order* that the parties be and they are hereby at liberty to apply to this Hon'ble Court as and when there may be occasion  
Witness Mahomedali Currim Chagla, Esquire, Chief.

Justice, Bombay aforesaid this sixth day of September one thousand nine hundred and forty-nine.

By the Court

Sd. S. J. RAHIMTOOLA  
*Prothonotary and Senior Master.*

**Scheme For the Proper Management and Administration of the Charitable Trust Called the "Bombay Hospital Trust" Created By The Amalgamation of "The P.G.Singhane Hindu Hospital Trust" and "The Marwari Medical Relief Society" Pursuant To The Consent Decree Passed In this Suit No. 2656 of 1948 Dated The 6th Day of September 1949, By The High Court of Bombay.**

1. The Charitable Trust hereby created shall be designated and known by the name of 'The Bombay Hospital Trust'.

2. The following persons shall be the first Trustees of the Trust :-

1. Shri Rameshwar Das Birla (Representing Messrs. Birla Bros Ltd.)
2. Dr. Raghavendra Rao (Representing P. G. Singhane Hindu Hospital Trust)
3. Smt. Krishna Devi Singhane (Representing P.G. Singhane Hindu Hospital Trust)

4. Shri Ramnivas Ruyia (Representing Messrs. Harandrai Ramnarsin)

5. Shri Makhaniai Seksaria (Representing Messrs Govindram Sekasaria)

6. Shri Shriyans Prasad Jain (Representing Messrs. Dalmia Jain & Co.)

3. Subject to the provision of this Scheme whenever any Trustees either original or substituted under this Scheme shall die, or be absent for twelve consecutive months from India without taking leave or become insolvent or be convicted of a criminal offence involving moral turpitude

and punished with imprisonment or desire to be discharged from or refuse or become unfit or incapable to act in the Trust or cease to be a Trustee as provided in Clause 13 herein or fails to exercise the powers in him reposed under this Scheme then and in that case the Board of Management duly constituted as hereinafter mentioned shall appoint from amongst the Donors of the Marwari Medical Relief Society or of the Trust of a sum not less than Rupees One lakh and Fifty thousand and entitled to be elected to the Board of Management, a Trustee or Trustees in the place of the Trustee or Trustees so dying or being absent from India without leave or becoming insolvent or being convicted and punished as aforesaid or refusing or becoming unfit or incapable to act or ceasing to be a trustee or Trustees as provided in Clause 13 as aforesaid or as an addition to their body so that the number of the Trustees for the time being shall not be less than five or more than nine PROVIDED THAT in respect of two Trustees viz. Dr. R Rao and Shrimati Krishnadevi Singhanee who represent P.G. Singhanee Hindu Hospital Trust the appointment of trustees for the said two trusteeships shall be made in future whenever any occasion arises by the Board of Management from amongst the members of the Hindu community after obtaining previous approval of the Advocate-General of Bombay to such appointment but if shall not be necessary that two trustees to be appointed under this proviso should be donors or should be eligible for election to the Board of Management and the surviving trustee or trustees for the time being or the executors or executor, Administrators or administrator or the retiring trustees, if

they all shall retire simultaneously, or the last retiring trustees, shall assign transfer and convey unto the New Trustees or Trustee the Trust Funds for the time being. If any such contingency (of the number of the trustees for the time becoming less than five) shall occur and no appointment of New Trustee or Trustees (as the case may be) shall be made within three months from the happening thereof it shall be lawful for the Advocate-General at any time after the expiration of the said period in writing to appoint a new trustee or trustees as circumstances may require.

4. So often as any new trustee or new trustees shall be appointed as aforesaid the trust properties and funds for the time being shall automatically vest in the new trustees or trustee either solely or jointly with the surviving or continuing trustees or trustee as the case may require and it shall not be necessary for the purpose of such vesting to execute any deed of appointment of new trustees or any deed of transfer or other. Similar documents and similarly in the event of retirement or resignation of any trustee, it shall not be necessary to execute any deed of retirement or resignation of the trustee.

5. Every New Trustee appointed as aforesaid shall as well before as after such transfer of the trust properties and funds have the same powers authorities and discretions and shall in the respects act as if he had been originally appointed a trustee under this Scheme.

6. The properties appertaining to the said charity more particularly described in the Schedule hereto and all other

the endowment (if any) that may be made to the said charity (hereinafter called the "Trust Properties") shall be vested in the Trustees for the time being under this Scheme (hereinafter called the Trustees) subject to and in conformity with the provisions of this Scheme.

7. The trustees will transact their business either in a meeting or by a circular resolution. There shall be a quorum of three for a meeting of the trustees. The question before the trustees will be decided by a majority of vote of the trustees present in the meeting. Chairman having casting vote in case of "equality of votes". A circular resolution duly signed by majority of the trustees shall be valid as a resolution passed in a meeting of the trustees.

8. The properties belonging to the said Charity (hereinafter for brevity's sake referred to as "The Trust Properties") consist of the immovable properties mentioned in Part I of the Schedule hereto and of the shares and securities and cash and advances to contractors mentioned in Part II of the Schedule hereto and all such properties as may belong to the Marwari Medical Relief Society and the P.G. Singhane Hindu Hospital Trust prior to the date of the order sanctioning this Scheme.

9. The title deeds of the immovable properties forming part of the trust properties and the receipts for the securities lodged with any reputable Scheduled Bank in Bombay as hereinafter provided shall be kept by the trustees in a Bank or in a Safe Deposit Company in Bombay. All securities forming part of the trust properties shall be kept by the trustees with such Scheduled Bank in Bombay as may be

determined by the Board of Management either in a meeting or by a circular resolution from time to time, which shall be duly authorised to collect all dividends and interest which may become due on such securities. The Board of Management shall be at liberty to authorise by a resolution two or more of the trustees to open the safe and withdraw the title deeds and to replace the same as the case may be and to withdraw the securities or any part thereof deposited with such Bank.

10. All moneys received by the trustees or the Board of Management on account of the said charities shall be deposited on receipt thereof to the credit of an account or accounts in a Scheduled Bank or Banks in Bombay in the names of the trust herein: Provided that the Trust Office may retain in its hands a sum not exceeding Rs. Twenty five thousand at any time for current expenses. All dividends and interest collected by a Scheduled Bank shall be credited to such account. The Balance of such account with the banks, whenever it exceeds the normal requirements of the Trust, shall be invested in authorised securities. But the balance in the account with the Banks should never be allowed to sink below Rs. 50,000. The Board of Management shall be at liberty at any time and from time to time for the sake of convenience to open more than one such account. The Board of Management may authorise any two or more of themselves or officers of the Trust to open and/or operate upon the said account or accounts and sign the necessary cheques or other vouchers and a resolution of the Board of Management duly certified by the Chairman and one of the Hon. Secretaries shall be sufficient authority for the banks

concerned.

11. Subject to the directions, approval and general control of the Board of Management, the Trustees :

(i) shall have the power to retain for a period of two years the trust properties in their present state of investment, such as shares, securities, immovable properties, etc. as set out in the Schedule hereto. Provided that if the trustees desire to continue to retain the investments other than those in immovable properties or in authorised securities after the lapse of two years from the date of the decree sanctioning this scheme, they shall obtain the sanction of the Court for the purpose :

(ii) shall have the power to sell the trust properties or any part or part or parts thereof either by public auction or private contract and subject to such stipulations as to title or otherwise as they may in their absolute discretion think proper : PROVIDED that the power of sale of immovable properties of the Trust Fund shall be exercised with the sanction of the Court and the Trustees shall have power to invest the net sale proceeds thereof or any other trust property in any one or more of the modes of investments hereunder authorised and in the manner hereinafter provided:

(a) On any security expressly authorised under the Indian Trust Act or by any rule which the High Court of Bombay may from time to time prescribe in that behalf.

(b) Leading on first mortgage of immovable properties situated in India : PROVIDED HOWEVER that in case of leasehold properties for a term of years at least fifty years of such term shall be unexpired at the date of such investment does and FURTHER PROVIDED that the lease does not contain any onerous covenants, with liberty to the Board of Management in case of leasehold properties to waive the production of lessor's title.

(c) subject to the previous sanction of the Court acquiring immovable property by purchase, lease, hire, exchange or otherwise with power to pull down, erect, alter and maintain buildings in the City of Bombay and elsewhere in India and with the sanction of the Court in debentures of Companies of good repute.

(d) Subject to the previous sanction of the Court, exchanging, selling, mortgaging or otherwise disposing of any immovable property of the said Trust.

The Trustees may from time to time vary the investments in the manner herein provided.

12. The Trustees and/or Members of the Board for the time being under this Scheme shall be chargeable only for such moneys as they shall respectively actually receive notwithstanding their respectively signing any receipt for the sake of conformity and shall be answerable and accountable only for their own acts, receipts, neglects or defaults but not for any banker or other person with whom or in whose hands any trust money may be deposited or come nor for any other Trustee or Member of the Board

of Management, unless the same shall happen through their own willful default respectively.

#### DONORS

13. For the purpose of this scheme the word "Donor" unless it is repugnant to the context shall mean and include a person who has given a donation without attaching any condition as referred to in Clause 23 hereinafter of the value of not less than Rs. 5,000 upto 31st March, 1989 to the Marwari Medical Relief Society or to this Trust or donation of Rs. 25,000 to this Trust on or after 1st April, 1989 and upto 31st March, 2001, and Rs. 3,50,000 to this Trust on and after 1st April, 2001 which amount shall further increase by 15% (Fifteen per cent) every three years hereafter from time to time. In case of donation made by a firm or a joint Hindu Family, Society or a Company, the said "Donor" will mean the representative or representatives, being not more than 2 persons (one of whom may be designated as the Representative and the other person as the Alternate Representative who could attend and vote in absence of the designated "Representative") of such firm joint Hindu Family, Society or Company as the case may be, nominated by such donor and approved by the Board of Management. Such representative or representatives shall, however cease to be a "Donor" on revocation / cancellation of his or their nomination by such Firm, joint Hindu Family, Society or Company and shall also forthwith cease to hold any office in the Trust which he/they held by virtue of his / their such nomination, unless such representative or representatives is / are also

representative of any other donor and therefore fulfils / fulfil the condition for holding such office in the Trust.

14. On the death of an individual donor, or on the partition of a joint Hindu Family which is a donor or on the dissolution of a donor firm, or on the winding up of the Donor Company or the Society, the right to represent the Donor will vest in a male descendant of the individual donor or a male member of the joint Hindu family or a partner of the Donor firm or a member of the Society or the Company, as the case may be, who is nominated by the individual donor before his death or by the Karta of the Joint Hindu family before partition or by the partners of the firm or directors of the Society or the Company as the case may be before dissolution or winding up. Such representation shall cease in any event after expiry of twenty years after the death, partition, dissolution or winding up. In the event of no such nomination having been made, the right to make such nomination as aforesaid shall cease and the Board of Management shall have power in its absolute discretion to nominate any person from among the persons hereinbefore mentioned as being entitled to be nominated as such representative as aforesaid. The decision of the Board of Management in this respect shall be final and conclusive. Provided however that notwithstanding any change in the constitution of the firm by death, retirement or addition of partner or partners the firm will not be deemed to have been dissolved so long as at least one of the original partners at the time of donation continues to be a partner of the firm.



15. The Board of Management shall maintain a register showing names of Donors and their representatives, if any. A person or persons claiming a right to be a donor or donors or representative or representatives of donor may make an application to be put on the Register to the Board of Management, who may, after making such enquiries, as they may think fit to come to a decision which shall be final and binding.

16. The Board of Management may make such changes in this Register as they may deem fit either on their own motion or on the application of any person interested and their decision shall likewise be final and binding.

17. The Board of Management may from time to time prescribe rules and regulations for the preparation and maintenance of such Register and recording of any entries therein and for particulars to be entered in such register and for holding any enquiry into any claim that may be made by any person.

18. The decision of the Board of Management on all or any of the matters to be entered in such Register or a claim of any person or persons to be Donor or representative or representatives under the preceding clauses shall be final and binding.

#### **BOARD OF MANAGEMENT**

19. The Board of Management (hereinafter called the Board) shall, inclusive of the Trustees, who shall be Ex-officio members of the Board of Management, consist of not more than 25 members and not less than 10, the

exact number to be decided upon by the Board of Management from time to time.

20. The following persons shall be the Ex-officio members of the Board of Management :

(a) The Trustee or Trustees for the time being of these presents;

(b) One representative of the Western India Chamber of Commerce Ltd.;

(c) One representative of the Hindustan Merchants and Commission Agents Association.

21. (a) Except the Ex-officio members mentioned in clause 20 or members co-opted under the clause 20, all other members of the Board of Management shall be liable to retire by rotation. Every two years, one third of such of the members of the Board of Management for the time being as are liable to retire by rotation, or if such members is not three or a multiple of three, the number nearest to one-third, shall retire from office. The members of the Board of Management liable to retire by rotation every two years shall be those who have been longest in office since their last appointment, but, as between persons who become members of the Board of Management of the same day, those who are to retire shall in default of and subject to any agreement between themselves, be determined by lot.

(b) A retiring member of the Board of Management shall eligible for re-election by the donors as defined in Clause 13.

(c) In respect of each vacancy, the "Donor" shall have one vote for each unit of Rs. 5,000 donated by him upto 31st March, 1989, to the Marwari Medical Relief Society or to this Trust, and one vote for each unit of Rs. 25,000 donated by him to this Trust on or after 1st April, 1989, and upto 31st March, 2001, and one vote for each unit of Rs. 3,50,000 donated by him to the Trust on or after 1st April, 2001, or one vote for such increased amount referred to in Clause 13 above, and no person shall be entitled to vote for a member of the Board of Management or stand for election to the Board of Management, unless he is a donor as defined in Clause 13 above and his name appears on the list of donors entitled to vote or stand for election.

(d) Each Donor shall be entitled to vote for any number of candidates not exceeding the number of vacancies. If two or more candidates obtain equal number of votes, the Board of Management shall select by lot from such candidates who are to be the members of the Board of Management.

22. Any Donor being a representative of more than one donor need not use all his votes or cast them all in the same way.

23. Notwithstanding anything contained in the other Clause of this Scheme no donor shall have the right of voting or nominating a representative or becoming a candidate for election as a member of the Board of Management or have any of the other right conferred upon a donor under this clause by virtue of such donation, if

such donation has been given on the condition of any bed, ward, section or department of the Hospital or of a subsidiary institution thereof or any property of the Hospital being named according to the wishes of such donor.

24. Such donor whose representative is a Trustee shall not stand as a candidate or vote in the election of the Board of Management.

25. The Board of Management shall from time to time make rules and regulations for and in relation to the election of the members of the Board of Management, holding of meetings, and giving of notice of election, etc. to the Donor.

26. Till the new members of the Board of Management are elected and they take charge of the Management of the Trust the following shall have power and authority for the conduct administration and management of the Trust:

(1) Shri Rameshwar Das Birla (Representing Messrs. Birla Bros Ltd.)

(2) Dr. Raghavendra Rao (Representing P.G. Singhanee Hindu Hospital Trust)

(3) Smt. Krishna Devi Singhanee (Representing P.G. Singhanee Hindu Hospital Trust)

(4) Shri Ramnivas Ruiya (Representing Messrs. Hernandrai Ramnarain)

(5) Shri Makhantal Seksaria (Representing Messrs. Govindram Seksaria)

(6) Shri Shriyans Prasad Jain (Representing Messrs. Dalmia Jain & Co.)

(7) Shree Shri Gopal Nevatia

(8) Shri Ramdeo Podar (Representing Western India Chamber of Commerce Ltd.)

(9) Shri Ramkumar Podar (Representing Hindustani Merchants & Commission Agents Association)

(10) Shri Gajadhar Jaipuria

(11) Shri Puranmal Bubna

(12) Shri Umadutt Nemani

(13) Shri Ghanshyamdas Podar

(14) Shri Durgadutt Thard

(15) Shri Begraj Gupta

27. The institutions mentioned in sub-clauses (b) and (c) of clause 20 above, shall intimate in writing to the Chairman of the Board, the name and address of their representative or representatives respectively from time to time and such intimation would entitle the person so nominated to be member of the Board of Management for a period of not less than twelve months from the date of the receipt of such nomination by the Chairman of the Board.

28. (a) The Board of Management shall be entitled to

co-opt upto four members from amongst donors or outsiders for such period for which the co-option is made and such co-opted members shall not have the right to vote.

(b) The Board of Management shall also be entitled to invite upto four members from the Public, including outstanding persons of repute in the fields of medicine, art, science, law, industry or social work, as "special invitees" to attend such meetings of the Board as the Chairman of the Board may decide such "special invitees" shall not have the right to vote.

29. Subject to the provisions hereinafter contained, the management and administration of the institution shall be vested in a Committee called the "Board of Management".

30. The First Board of Management as hereinbefore provided and when so elected as aforesaid shall elect from among their own body a Chairman and a Deputy Chairman, and Hon. Secretary and a Deputy Hon. Secretary.

31. *Deleted*

32. In the event of any casual vacancy occurring in the Board of Management the Board shall within a reasonable time fill up such vacancies from amongst the donors and the nomination so made shall continue in force until the next election of the Board; Provided however that if such

a vacancy remains unfilled the acts of the Board shall not be invalid by reason thereof.

35. (i) The Board of Management shall have and may exercise all the powers and perform all the duties under this Scheme without prejudice to the generality of the aforesaid provision, the Board of Management shall have (a) the sole and entire management, control and superintendence of the Trust and of the income, funds and property and the expenditure thereof, (b) the appointment of New Trustees as hereinabove provided, (c) the power of nominating and appointing such officers and servants thereof as they may deem necessary and of prescribing the several duties and of removing, suspending them or imposing fines on them as they may think fit; (d) and to make arrangements, by the provision of bye-laws or Rules or otherwise not inconsistent with this Scheme for carrying out and furthering the objects and general requirements of the institution, so as to render it effective for all its purposes.

(ii) The Trustees shall carry out and give effect to all the decisions of the Board of Management.

34. The Board of Management shall meet at least once in two months for the despatch of business, notice whereof shall be given by the Secretary at least four days before the date of the meeting. In case of urgency or emergency however a meeting may be called at any time on a shorter notice.

35. Any member of the Board absenting himself from the meetings of the Board without the leave of the Board for six consecutive months or six consecutive meetings, whichever may be longer, shall be deemed to have vacated his seat in the Board, but such member shall be eligible for re-election.

36. All acts done by the said Board of Management notwithstanding any defects in the appointment of any member thereof or any informality in its proceedings shall be as valid as if no such defect or informality existed.

37. The meeting of the Board of Management shall be held at the office of the charity or at any place where the Board may think fit to hold the same.

38. There shall be a quorum when five members are present at any meeting and no business shall be transacted at any meeting of the Board unless there shall be a quorum.

39. Every question before the Board of Management shall be determined by the majority of the members present and voting on the question. In case of equality of votes the Chairman of the meeting shall have a casting vote whether he has or has not previously voted on the question but no member shall under any circumstances have more than one vote.

40. Any resolution approved and signed by two thirds of the Members of the Board present in Bombay shall be as effective as a resolution passed by the Board of

Management at a meeting.

41. A Minute Book shall be kept in which shall appear :

(a) A clear report of the proceedings of each meeting of the Board.

(b) A copy of such circular on which a decision has been arrived at.

The minutes shall be read over to the members at the next meeting and when confirmed shall be signed by the Chairman. In case of difference of opinion at the time of confirmation of proceedings of a previous meeting, the minutes shall be confirmed according to the sense of the majority of the members present at the previous meeting.

42. The Board shall keep or cause all proper books of account to be kept.

43. The Board shall within the first four months of each year commencing from the date fixed by it make out all proper accounts of the receipts and expenditure of the trust estate and of each charity for the proceeding year and also make a report on the working of the charity during the year and such accounts and report shall be passed by Board at one of the meetings. The accounts shall be certified in the usual way by a duly qualified auditor.

44. Copies of the annual accounts shall be sent to the Donors who have donated a sum of not less than

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Rs. 5,000/- to the Marwari Medical Relief Society or to the Trust.

45. The Trust Office shall be situated at a suitable place in Bombay where all the books of account and documents, books and papers belonging to the said charities shall be kept as may be determined from time to time by a resolution of the Board.

46. It shall be lawful for the Board to accept gifts and donations (in money or in kind), funds or property on trust from the public or any member thereof, for the benefit of the charitable trust on such terms and conditions as they may deem fit PROVIDED THAT such terms and conditions are not inconsistent with the provisions of this Scheme.

47. All the immovable properties forming part of the Trust Funds (excepting such properties as are actually being utilised for the purposes of any one or more of the charities or charitable objects mentioned herein) shall be let.

48. The Board shall keep in good and substantial repair all the buildings forming part of the Trust Funds not required to be kept in repairs by the lease or tenant thereof.

49. The Board shall have power to expend such sums of money from time to time as they may think fit in their absolute discretion, out of the Trust Funds for the construction, equipment and starting of the Hospital now under construction at Marine Lines and the Board shall utilise the balance of the rents, profits and income for the conduct, use and benefit of the said "Bombay Hospital" and/or for the objects of the Trusts.

50. Subject to the provision of the decree sanctioning this Scheme the Board shall out of the rents, profits and income of the Trusts Funds defray :

(a) the costs of repairs and insurance and all the rates, taxes, assessments and other necessary charges and outgoings of the properties and in respect of the objects of the charity trust hereby created:

(b) all the proper costs, charges and expenses of and incidental to the administration and management of the said charities.

51. Until the new Building of the Bombay Hospital is erected for the use of the hospital, the Board shall observe the following provisions :

(a) So long as the new Building of the said Bombay Hospital is not completed and the Hospital has not begun to function, the Board shall continue to run the said P.G. Singhanee Hindu Hospital and as being run at present at the same premises at Charni Road, Bombay.

(b) The expenses of running the said P.G. Singhanee Hindu Hospital shall be met from the income of the said P.G. Singhanee Hindu Hospital Trust Funds in the first instance and the deficiency should be made up by the Trustees and Board thereof from the income of the Trust Funds of the Marwari Medical Relief Society subject to a proviso so that the said Society shall not be called upon to contribute, more than Rs. 50,000 per year. However the Board may expend more than Rs. 50,000 per year, if they so deem fit, out of the funds of the Marwari Medical Relief Society.

(c) So long as the said P.G. Singhanee Hindu Hospital is being worked as a separate institution the control and management thereof should remain with the present staff under the general supervision of Dr. Rao and the general management of the Hospital will be vested in the Board hereof.

52. Subject to the provisions of clauses 50 and 51 hereof, the Board shall run the said Bombay Hospital (Amended by the High Court Order dated 7.11.1952).

53. After the construction of the said new Building of the Bombay Hospital is completed and the Hospital begins to function, the Board shall observe the following provisions:

(a) On the 4th floor or any other floor of the new building of the said Bombay Hospital, the Board shall provide 52 beds which should be named "P.G. Singhanee Hindu Hospital Beds." The said name should be displayed prominently on the said floor of the said new Hospital Building at Marine Lines and a marble bust of the late Mr. P.G. Singhanee with an inscription of the Trust created by him and the amalgamation as provided in the Consent Decree in the above suit, dated 6th September 1949 should also be put up on the said floor of the said Hospital Building at Marine Lines.

(b) On the said floor of the said Hospital Building at Marine Lines in the said Singhanee Hindu Hospital Wing, beds may be marked as donated by individuals as at present done in "the P.G. Singhanee Hindu Hospital" at Charni Road.

(c) The said 52 beds shall be reserved for the use of Hindus only, the intent being that the said P.G. Singhanee Hindu Hospital shall continue to be a Hindu Hospital.

54. In carrying out the objects of the Trusts created by this Scheme the Board shall be entitled -

(a) to take over or amalgamate any other charitable Society or Trust with similar objects and to take over all the property assets and funds of such Society or Trusts held by or vested in such Society or Trustees and the benefits of all contracts and agreements entered into by such Society or Trustees and the liability of all debts, contracts and agreements properly incurred or entered into by such Trustees in connection with such institution and for such purposes to execute and carry out into effect all such deeds and instruments as may be necessary or advisable ;

(b) to provide, establish, endow, furnish and fit up with all necessary furniture, instruments and other equipments and maintain and manage Hospitals particularly in Bombay and elsewhere in India for the treatment of Hindus suffering from disease or accidents and in which they may remain for such period and on such terms and conditions as the Board may prescribe or in which they may be advised or treated as outpatients; to provide accommodation for the treatment and care of all such patients and to provide facilities for medical and surgical and maternity attendance, nursing, food, medicine and all things, and appliances of a medical, surgical, dietetic and sanitary character : Provided that members

of any community may be admitted to all such benefits, such Hospitals shall maintain medical and surgical departments to which may be added as and when deemed fit by the Board of Management, such other department or departments branch or branches as the occasion or circumstances may demand.

(c) to provide for, educate and train medical students and nurses and manage suitable educational institutions for the purpose;

(d) to build and maintain houses or other buildings and alter, improve or modify the same including any existing buildings and provide and equip the same with light, water, drainage, furniture, fittings, instruments, appliances and all other necessities for the use to which such buildings are to be put;

Amended by City Civil Court Order date 7.1.1959.

(d) 1. "To allow the Hall constructed by the Trust on the land to be demised by the State of Bombay situated on the opposite side of the road to the main Hospital Building, when the same is not needed for the Trust's own requirements, to be used on such terms and conditions as may be decided upon by the Board of Management from time to time, for lectures, discourses, performances, and social, education, religious, cultural and recreational activities PROVIDED THAT the said Hall shall not be used for any political function or meeting, or for the performance of religious ceremonies, or for the recital of prayers."

(e) to procure the services of Doctors, Surgeons

or Medical Practitioners, including Vaidyas, Hakims, Nurses, Assistants, Layworkers, attendants and servants either for remuneration, gratuitously or in any honorary capacity :

(i) to establish and maintain and to assist and encourage or promote, in the City of Bombay in particular, and elsewhere in India, as and when deemed proper or expedient for the purposes of Medical Relief, in form of Hospital or in connection therewith or attached thereto all or any of the following institutions, viz:-

- (i) Nursing Hospitals, Homes or Wards.
- (ii) Nursing Institutes and Convalescent Homes.
- (iii) Medical Schools, Nursing and Midwifery classes for imparting medical education and training.
- (iv) Institutions for promoting medical research work.
- (v) Ambulance Corps, with or without classes for imparting education and training in ambulance work.
- (vi) Creches and Children's Hospital.

(g) to acquire immovable property by purchase, lease, hire, exchange or otherwise and to pull down, erect, alter and maintain buildings in the City of Bombay and elsewhere in India.

(h) To receive any gift or movable property (including money) or immovable property, or donations under Clause 13, either with or without condition or not to

accept such gift or movable property or immovable property or donations, at the discretion of the Board of Management. Any such condition may provide for the name of any person being associated permanently with the Hospital but not so as to change the name of the Hospital as a whole.

(i) to procure, make use of, provide and equip all such appliances, provisions and things as may be necessary or advisable for the proper treatment of patients or otherwise;

(j) to take such steps by personal or written appeals and exhibitions as may from time to time be deemed expedient for the purpose of procuring contribution to the funds of the trust in the shape of donations, annual subscriptions or otherwise;

(k) to print, publish and exhibit any books, pamphlets or posters that may be considered desirable for the promotion of the objects of the Trust;

(l) to establish any pension, scheme or funds, any provident or other funds for the benefit of the employees and workers of the Trust and ex-employees and ex-workers and their dependents and relatives;

(m) to expend the funds of the Trust in sending patients to and maintaining them in convalescent and other similar institutions in such manner and to such extent as may from time to time be deemed expedient in paying the expenses or part of the expenses of crutches, and other mechanical aids for patients and in sending patients to their homes or elsewhere;



(n) to accept subscriptions and donations (whether of movable or immovable property) and devises and bequests for all or any of the objects and purposes aforesaid, and to sell, exchange and otherwise dispose of or to lease and accept surrenders or leases of and manage and develop all immovable property so received and not required to be occupied or capable of being occupied for the purposes of the Trust and generally to manage invest and expend all moneys and property belonging to the Trust;

(o) to purchase and sell movable and immovable properties and securities so as to keep the funds of the Trust invested and/or employed with the object of earning interest, dividend, or profit by appreciation of prices for the benefit of the Trust;

(p) to raise, borrow and secure the repayment of money upon such term and conditions and in such manner as may be deemed expedient.

(q) to grant loans and advances to employees of the Trust, doctors attached to the Trust and those associated with the trust in the manner of such amount and on such terms and conditions as may be considered expedient by the Board.

(r) to do all such other lawful things as are incidental or conducive to the attainment of any of the above purposes.

55. The Board shall be entitled to make rules and regulations for the purpose of treatment of various

persons and for the training of medical students in various branches of medical and surgical science, nursing and midwifery classes for imparting medical education and training, and for promoting medical research work and also to receive recognition as a training centre from Universities or any other Government bodies or public authorities.

56. The Board is at liberty to receive subscriptions and donations in money or in kind if offered in aid of the funds of the Trust and to apply subscriptions and donations for the purposes of the Trust and to give any particular building, department, or equipment or scholarship provided out of subscriptions or donations to the name or names of the donor or donors thereof as the Board may think proper.

57. The receipt of any person or persons authorised by the Board for the moneys paid in respect of the rents, income, interest, dividends or produce of the trust properties or in respect of any moneys which may otherwise become payable for or in respect of the trust properties or otherwise howsoever under this Scheme or in connection with any of the trusts or powers vested in the Trustees and/or members of the Board of Management under its resolutions from time to time under this Scheme shall effectually discharge the person or persons paying the same therefrom, and from being under obligation to see the application or being answerable for the loss or misapplication thereof.

58. The Trustee or Trustees or member or members of the Board of Management for the time being may reimburse themselves or himself or pay and discharge out of the trust properties and funds all expenses properly incurred in or about the execution of the trusts or powers under this Scheme or any of them.

59. The Board from time to time may prescribe such rules and regulations as they consider necessary or expedient for the government and administration of the charities to be maintained and conducted under this Scheme and the management of the trust properties and for the conduct of their business including the summoning of meetings and holding of elections to the Board and appointments of members of staff, agents, servants, provided the same shall not be at variance or inconsistent with any of the provisions of this Scheme.

60. The Board may also at any time appoint or make provisions for the appointment of any committee or committees for the purpose of managing the aforesaid charity trusts and for carrying out the rules and regulations framed from time to time by the Board.

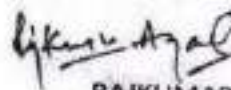
61. No Trustee or member of the Board shall take or hold any interest in any property belonging to the charity trust otherwise, than as a Trustee or such member of the Board for the purposes thereof and no Trustee or member of the Board shall receive any remuneration or be interested in the supply of work or goods at the cost of the charity trust.

62. The Board of Management or any of its Members shall not be liable to any person for any act or thing done by the Board or its Members reasonable and bonafide in carrying out the provisions of this Scheme including any decision that may be taken by the Board or its Members under any of the powers vested in them under any of the clauses of this Scheme.

63. In all cases in which the advice or directions of the High Court in Bombay may be found necessary the Trustees shall have the right under this Scheme to apply to the Hon'ble the Sitting Judge in Chambers after notice to the Advocate-General.



**DR. (MRS.) SUCHITA S. SAWANT**  
**PRINCIPAL**  
 Bombay Hospital College of Nursing  
 Bombay Hospital Trust  
 12, Marine Lines, Mumbai - 400020



**RAJKUMAR AGARWAL**  
 (Chief Financial Officer)  
 Bombay Hospital Trust  
 12, New Marine Lines  
 Mumbai 400 020  
 Tel: 2201 0017

CERTIFIED TRUE COPY



Certificate of  Registration No. 27613

It is hereby certified that the Public Trust described below has this day been duly registered under the Bombay Public Trusts Act, 1950 (Bom. XXIX of 1950), at the Public Trusts Registration Office, Central Bombay, India

Name of Public Trust Bombay Hospital Trust

Number in the Register of Public Trusts E - 60, (Bom)

Certificate issued to Dr. Rakesh Chandra Rao

Given under my hand this 15 day

of June 1951

Signature [Signature]

Designation [Signature]

[Signature]

DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12, Marine Lines, Mumbai - 400 020.



CERTIFIED TRUE COPY

Rajkumar Agarwal  
RAJKUMAR AGARWAL  
(Chief Financial Officer)  
Bombay Hospital Trust  
12, New Marine Lines  
Mumbai 400 020  
Tel: 2201 0017



# BOMBAY HOSPITAL TRUST

12, New Marine Lines, Mumbai - 400 020



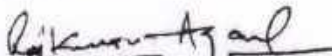
April 28, 2022

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that the College of Nursing is built on Lease Hold Land and situated at Bombay Hospital Trust, 12, New Marine Lines, Mumbai 400 020.

Further certify that there is no loan or charge against the said property.

For BOMBAY HOSPITAL TRUST

  
(RAJKUMAR AGARWAL)  
CHIEF FINANCIAL OFFICER





DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12, Marine Lines, Mumbai - 400020.



# BOMBAY HOSPITAL TRUST

12, New Marine Lines, Mumbai - 400 020



April 28, 2022

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For BOMBAY HOSPITAL TRUST

  
(RAJKUMAR AGARWAL)  
CHIEF FINANCIAL OFFICER



  
DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12, Marine Lines, Mumbai - 400020.



FORM 'C'

Certificate of Registration under Section 5 of Maharashtra (Bombay)  
Nursing Homes Registration Act, 1949.  
Renewed

This is to certify that DR. RAJKUMAR V PATIL has been Registered under the Bombay Nursing Homes Registration Act, 1949, in respect of BOMBAY HOSPITAL MEDICAL RESEARCH CENTRE and has been authorized to carry on the said Nursing Home.

Registration No. 587303275  
Date of Registration  
Ward  
Place BOMBAY HOSPITAL  
12 MARINE LINES  
MUMBAI-400020  
Sole Proprietor  
Total Number of Beds 724  
Date of Issue of Certificate 26.10.2020

This Certificate of Registration shall be valid up to 31st March 2023.

The Money collected for Nursing Home is Rs. 200.00/- dated 26.10.2020, Receipt No. 714870534.

*PS. Anand*

Medical Officer of Health

*S. Sawant*  
DR. (MRS.) SUCHITA S. SAWANT  
PRINCIPAL  
Bombay Hospital College of Nursing  
Bombay Hospital Trust  
12 Marine Lines, Mumbai - 400020.